

Email Alert – Court of Appeal Interprets Policy Language in Contractor’s CGL Policy

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The Court of Appeal for the Second District of California, in a decision published on March 30, 2011, affirmed summary judgment in favor of an insurer (General Security Indemnity Company) against another insurer (Clarendon America Insurance Company) and held that there was no coverage under the products - completed operations hazard of a general liability policy for a general contractor terminated before the completion of his contract, where: (a) the contractor performed no work during the policy period; (b) the contractor did not complete or abandon the work contracted for; (c) where the “faulty workmanship” exclusion applied; and (d) where the “claims in progress” exclusion applied.

Clarendon America Insurance Company (“Clarendon”) and General Security Indemnity Company (“General Security”) insured a general contractor (Hilmor) for successive periods.

Please click [HERE](#) for more information.

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